



AGREEMENT FOR NEBRASKA DRIVERS LICENSE MONITORING SERVICE BATCH PROCESSING

This agreement is made between NAME, (hereafter called "SUBSCRIBER"), a corporation with its principal office in (City and State) and Nebraska.gov, a State of Nebraska information and communication network operated under the authority of the Nebraska State Records Board.

WHEREAS, "SUBSCRIBER" desires to enter into an Agreement with Nebraska.gov for the purpose of receiving computer access to Driver's License Records (hereinafter "DLR") under the custody of the Nebraska Department of Motor Vehicles, ("DMV") and to a "DLR" monitoring service provided by Nebraska.gov; and

WHEREAS, "SUBSCRIBER" desires to monitor "DLR" now and in the future, to acquire abstracts of certain DLRs now and in the future, and to do so by electronic batch processing;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein, including the amounts hereinafter provided to be paid by "SUBSCRIBER" for such access, the parties hereto hereby agree as follows:

1. Nebraska.gov shall furnish "DLR" requested by "SUBSCRIBER", subject to any limitations to access to the "DMV" database imposed by "DMV".
2. "SUBSCRIBER" may request records and the monitoring service directly from Nebraska.gov via a dial-up 3780 to 3780 direct telecommunication line, or by the internet. "SUBSCRIBER" will provide an electronic file containing the requested "DLR" for monitoring and Nebraska.gov will provide the requested data within six calendar days of the receipt of the file.
3. "SUBSCRIBER" shall pay to Nebraska.gov a fee of \$0.06 per driver record monitored per month. For those "DLR" that have violation activity, license revocation or suspension during a given month, a driver abstract will be provided and the statutorily required \$3.00 fee will be charged. Payment shall be remitted to Nebraska.gov within twenty(20) days from the date of the invoice. Invoices will be mailed monthly to the "SUBSCRIBER" address, which is:

Name
Address
Address
City and State, zip
Nebraska.gov account #

Accounts not paid when due may be assessed a service charge, or may have their access terminated without notice.

4. "SUBSCRIBER" warrants that it is aware of, and will comply with, all applicable federal, state, or other laws with regard to, access to, or use of, any and all information, databases, programs, or other products to which access is provided by or through Nebraska.gov.

5. This agreement may be terminated at any time upon sixty (60) days advance notice by an instrument in writing, signed by a duly authorized representative of the party wishing to terminate, and mailed to the other party. This agreement may be immediately terminated upon any material breach of any covenant herein at the option of the non-breaching party, or upon cessation of the Nebraska State Records Board's Interagency Agreement with "DMV". Any notice of termination shall be deposited with the United States Postal Service, correctly addressed and postage prepaid.

6. This agreement constitutes the entire AGREEMENT of the parties and supersedes all other prior written or oral agreements between the parties with respect to the subject matter herein. This agreement may be changed, modified or amended at any time by an instrument in writing, signed by duly authorized representatives of both parties hereto.

7. Nebraska.gov's address for notice is:

Mr. Brent Hoffman, General Manager
Nebraska.gov
Cornhusker Plaza
301 S. 13th Street, Ste. 301
Lincoln, NE 68508-2532

8. Nebraska.gov agrees to provide reasonable technical support to "SUBSCRIBER" during regular business hours, and to provide electronically paged technical support during other hours, to assist "SUBSCRIBER" in the event of technical problems or downtime with the electronic transfer process.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by their duly authorized representatives.

Subscriber

Nebraska.gov

Authorized Agent

Date

Brent Hoffman, General
Manager

Date

(Typed/Printed Name)

Customer Code/ Act. #

(Typed/Printed Title)